

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lifoam Industries, LLC		03/12/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	American Capital, Ltd., as agent		
Street Address:	2 Bethesda Metro Center		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	0751104	LIFOAM	
Registration Number:	1892219	AN AMERICAN TRADITION FOR OVER 40 YEARS LIFE-LIKE TRAINS	
Registration Number:	2706367	LIFE-LIKE RACING	
Registration Number:	1836926	LIFE-LIKE	
Registration Number:	2064793	PROTO 2000 SERIES	
Registration Number:	2090690	TRAC-LOC FOR FAST AND EASY SET-UP	
Registration Number:	2022020	POWER-LOC	
Registration Number:	2289583	PROPAK	
Registration Number:	1581719	DARDA	
Registration Number:	1311812	PAINT-ON	
Registration Number:	2455463	WINNER'S CUP	
Registration Number:	2537562	CUBIES	
Registration Number:	2455464	SPEEDWAY SHOWDOWN	

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CORRESPONDENCE DATA

Fax Number: (312)558-5700
Phone: 312 558-6352
Email: lkonrath@winston.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Laura Konrath
Address Line 1: 35 W Wacker Drive
Address Line 2: Winston & Strawn LLP, Suite 2800
Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	7274-33
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NAME OF SUBMITTER:	Laura Konrath
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Signature:	/Laura Konrath/
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Date:	03/26/2012
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 12 day of March, 2012, by LIFOAM INDUSTRIES, LLC, a Delaware limited liability company ("Grantor"), in favor of American Capital, Ltd., in its capacity as Agent for the Purchasers party to the Third Amended and Restated Note Purchase Agreement (defined below) (herein, "Grantee"):

WITNESSETH

WHEREAS, Grantor and one or more of its affiliates, Grantee and the purchasers identified therein are parties to a certain Third Amended and Restated Note Purchase Agreement of even date herewith (as the same may be amended or otherwise modified from time to time, the "Third Amended and Restated Note Purchase Agreement") providing for the extensions of credit to be made to Grantor (or one or more affiliates thereof) by Grantee and Purchasers;

WHEREAS, pursuant to the terms of a certain Subordinated Guarantee and Collateral Agreement of even date herewith among Grantor, one or more of its affiliates and Grantee (as the same may be amended or otherwise modified from time to time, the "Collateral Agreement"), Grantor has granted to Grantee, for the benefit of Purchasers, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Collateral Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure payment and performance of the Obligations;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Third Amended and Restated Note Purchase Agreement and Collateral Agreement. The Third Amended and Restated Note Purchase Agreement and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, Grantor hereby grants to Grantee, for the benefit of Purchasers, and hereby reaffirms its prior grant pursuant to the Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising (but, in each case, excluding Excluded Property):

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of
the date first written above.

LIFOAM INDUSTRIES, LLC

By: 

Name: Chris Keller

Its: CFO, Secretary, Treasurer & VP of Finance

[Signature Page to Lifoam Industries, LLC Trademark Security Agreement]

Agreed and Accepted as of the date
first written above

AMERICAN CAPITAL, LTD.,
as Agent

By: 

Name:

Title: Duly Authorized Signatory

[Signature Page to Lifoam Industries, LLC Trademark Security Agreement]

SCHEDULE I

SCHEDULE OF TRADEMARKS

TRADEMARKS			
LIFE-LIKE - U.S.	Mark/Description	No.	Date
	LIFOAM	0751104	06/18/83
	LIFE-LIKE TRAINS AN AMERICAN TRADITION FOR OVER 40 YEARS LOGO	1892219	07/25/89
	LIFE-LIKE RACING	2706367	04/15/03
	LIFE-LIKE & LOGO (NEW)	1836926	05/17/94
	PROTO 2000 SERIES	2064793	03/18/96
	TRAC-LOC - LOGO	2090690	08/26/97
	POWER LOC	2022020	10/31/95
	PRO PAK	2289583	10/26/99
	DARDA	1581719	02/06/90
	PAINT ON	1311812	01/01/85
	WINNER'S CUP	2455463	05/29/01
	CUBIES	2537562	01/04/99
	SPEEDWAY SHOWDOWN	2455464	05/29/00
LIFE-LIKE - FOREIGN	DARDA (UK)	B962432	07/14/70
	LIFE-LIKE (European Comm.)	455758	12/13/99
	DARDA (Canada)	TMA582507	05/23/03
	LIFE-LIKE & DESIGN (Canada)	TMA466948	12/02/96
	LIFE-LIKE CANADA (Canada)	TMA205053	02/07/75
	LIFOAM (Canada)	TMA526960	04/25/00

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